



CFN 2005R1137152
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 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

This Instrument was Prepared by:

Name: Juan J. Mayol, Jr., Esq.
 Address: Holland & Knight LLP
 701 Brickell Avenue, 30th Floor
 Miami, Florida 33131

A/2

(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner, Jose Antonio Ortega, as Trustee of the Ortega Jr. Children's Trust and the Wollberg Children's Trust (the "Owner"), holds the fee simple title to that certain parcel of land located in Miami-Dade County, Florida, described in Exhibit "A" attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion, and

IN ORDER TO ASSURE the County that the representations made by the owner during consideration of Public Hearing No. 03-194 (the "Application") will be abided by the Owner freely, voluntarily and without duress, makes the following Declaration of Restrictions covering and running with the Property:

1. **Use Restrictions.** Notwithstanding the proposed BU-1A zoning classification of the Property, none of the following uses shall be permitted on the Property:

1. The sale of used apparel, used jewelry or any other used merchandise.
2. Attended, non-motorized donation collection vehicles.

Section-Township-Range 7-56-39
 Folio No. 30-5907-000-0155 (Partial)



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Declaration of Restrictions

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3. Donated goods centers.

4. Pawn shops.

5. Amusement centers, as defined in Section 33-1 (5.1) of the Code of Miami-Dade County.

6. Auditoriums.
7. Automobile and light truck sales (new and used).
8. Automotive service stations.
9. Automobile self-service gas stations.
10. Automobile storage within a building.
11. Automobile washing.
12. Billiard rooms and pool rooms.
13. Bowling alleys.
14. Convention halls.
15. Bath and massage parlors.
16. Medical observation dormitory.
17. Motorcycle sales and repairs.
18. Natatoriums.
19. Open-air theaters.
20. Private clubs.

Section-Township-Range: 7-56-39
Folio Number: 30-5907-000-0155 (Partial)

21. Self-service storage facilities.
22. Skating rinks.
23. Telegraph stations.
24. Telephone exchange.

2. **Sign Restrictions.** To the extent that a detached point of sale sign is used in connection with the development of the Property, said signs shall be of a monument type and shall not exceed a height of twelve feet (12'), as measured from grade to the top of the sign.

3. **Access on Krome Avenue.** The Property's access to and from Krome Avenue shall be limited to a single curb cut.

4. **Landscaped Buffer.** Prior to the final zoning approval for the occupancy of any improvements within the Property, the Owner shall plant and, thereafter, maintain live oak, mahogany or jumbo limbo trees at a minimum height of sixteen to eighteen feet (16' – 18') at a distance of twenty five feet (25') on center along the Property's frontage with Krome Avenue (SW 177 Avenue) and Quail Roost Drive (SW 200 Street), except for points of ingress and egress, within a fifteen foot (15') wide landscaped area.

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and

inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at the Owner's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owner, and its heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and its heirs, successors and assigns, acknowledge that acceptance of this declaration does not in any way obligate or provide a limitation on the County.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date that this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, or other procedure permitted under the Miami-Dade County Code, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for

the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Authorization to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if

any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost to the Owners following the approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the Application, in its entirety, and upon written request, the Director of the Planning and Zoning Department or the executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

Acceptance of Declaration. Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owners to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part, and to decline to accept any conveyance or dedication.

Owner. The term Owner shall include the Owner, and its heirs, successors and assigns.

[Execution Pages Follow]

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 12th day of

August, 2004.

WITNESSES:

Armando Alvarado

Signature

Leonel H. Rivasoba

Printed Name

[Signature]

Signature

DIEGO COBO.

Printed Name

WITNESSES:

Armando Alvarado

Signature

Leonel H. Rivasoba

Printed Name

[Signature]

Signature

DIEGO COBO.

Printed Name

ORTEGA JR. CHILDREN'S TRUST

By:

[Signature]
Jose Antonio Ortega, Trustee

WOLLBERG CHILDREN'S TRUST

By:

[Signature]
Jose Antonio Ortega, Trustee

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by Jose Antonio Ortega, Trustee of Ortega Jr. Children's Trust for the purposes stated herein on behalf of the trust. He is personally known to me or has produced Ø as identification.

Witness my signature and official seal this 12th day of August, 2004, in the County and State aforesaid.

My Commission Expires: Feb-10-2008



Leonor M. Rivacoba
My Commission DD289076
Expires February 10, 2008

Leonor M. Rivacoba

Notary Public - State of Florida

Leonor M. Rivacoba

Printed Name

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by Jose Antonio Ortega, Trustee of Wollberg Children's Trust and for the purposes stated herein on behalf of the trust. He is personally known to me or has produced Ø as identification.

Witness my signature and official seal this 12th day of August, 2004, in the County and State aforesaid.

My Commission Expires: Feb-10-2008



Leonor M. Rivacoba
My Commission DD289076
Expires February 10, 2008

Leonor M. Rivacoba

Notary Public - State of Florida

Leonor M. Rivacoba

Printed Name

EXHIBIT "A"
LEGAL DESCRIPTION

The North $\frac{3}{4}$ of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 7, Township 56 South,
Range 39 East, less the South 60.34 feet and less the East 1972.5 feet thereof, lying
and being in Miami-Dade County, Florida.

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STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 1/16 day of Feb
A D 2008
WITNESS my hand and Official Seal.
By Harvey Ruvim CLERK of Circuit and County Courts



OPINION OF TITLE

TO: MIAMI-DADE COUNTY

With the understanding that this Opinion of Title is furnished to the Miami-Dade County Department of Planning and Zoning, as an inducement for the acceptance of a Declaration of Restrictions/Declaration of Use/Unity of Title/Development Agreement or in compliance with Chapter 28, it is hereby certified that we have examined Attorneys' Title Insurance Company Title Policy No. OPM-2322851 (the "Policy"), which Policy covers the period from the BEGINNING through August 8, 2002, at 1:48 p.m., and a Title Update provided by Attorneys' Title Insurance Company from August 8, 2002 at 1:48 p.m., through September 14, 2005 at 11:00 p.m., inclusive, of the following described real property located and situated in Miami-Dade County, Florida:

The North ¼ of the North ½ of the Northwest ¼ of Section 7, Township 56 South, Range 39 East, less the South 60.34 feet and less the East 1972.5 feet thereof, lying and being in Miami-Dade County, Florida.

Basing our opinion solely on the above-referenced title information, we are of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

JOSE ANTONIO ORTEGA, as Trustee of the ORTEGA JR. CHILDREN'S TRUST dated October 27, 1993, as to an undivided ½ interest and JOSE ANTONIO ORTEGA, as Trustee of the WOLLBERG CHILDREN'S TRUST dated October 27, 1993, as to an undivided ½ interest.

Subject to the following encumbrances, liens and other exceptions:

A. **RECORDED MORTGAGES:**

None.

B. **RECORDED MECHANICS LIENS, CONTRACT LIENS & JUDGEMENTS:**

None.

C. **GENERAL EXCEPTIONS:**

1. Taxes or assessments now or hereafter due.
2. Rights of persons other than the above owners who are in possession or with a right to possession.
3. Encroachments, overlays, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Any unrecorded laborer's, mechanics', materialmen's, or municipal liens.
5. Any lien provided by Chapter 159, Florida Statutes, or provided by Miami-Dade County Ordinance No. 84-10 in favor of any city, town, village, port authority, etc., for unpaid service charges for services by any water systems, sewer systems, or gas systems serving the land described herein.
6. Zoning and other restrictions imposed by governmental authority.
7. Easements, or claims of easements, not shown on the public records.
8. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.

9. Any unpaid charges due for waste, water and sewer services.

D. SPECIAL EXCEPTIONS:

1. Restrictions, dedications, conditions, reservations, easements, and other matters contained in Plat Book 152, Page 5, of the Public Records, of Miami-Dade County, Florida.
2. Agreement recorded in Official Records Book 9170, at Page 218, of the Public Records of Miami-Dade County, Florida.
3. Declaration of Restrictions recorded in Official Records Book 21806, Page 203, of the Public Records of Miami-Dade County, Florida.

ALL RECORDINGS REFERENCES HEREIN ARE TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

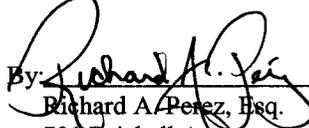
Therefore, it is our opinion that the following parties must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

NAME	INTEREST	SPECIAL EXCEPTION NO.
JOSE ANTONIO ORTEGA, as Trustee of the ORTEGA JR. CHILDREN'S TRUST dated October 27, 1993, as to an undivided ½ interest and JOSE ANTONIO ORTEGA, as Trustee of the WOLLBERG CHILDREN'S TRUST dated October 27, 1993, as to an undivided ½ interest.	Owner	N/A

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida, and a member in good standing of The Florida Bar.

Respectfully submitted, this _____ day of _____, 2005.

Holland and Knight, LLP

By: 
Richard A. Perez, Esq.
701 Brickell Avenue
Miami, Florida 33131
(305) 374-8500
Florida Bar No. 0122416

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 3rd day of October, 2005, by Richard A. Perez, who is personally known to me or has produced _____, as identification.


Name: Mercedes Arrojas
Notary Public State of Florida
My Commission Expires _____

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